

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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Ashley Villa, *on behalf of herself and others
similarly situated in the proposed FLSA Collective
Action,*

Case No.: 23-cv-05772

FED.R.CIV.P. 68 JUDGMENT

Plaintiff,

- against -

Little Scholars Childcare LLC, Kidz Town of Dutchess
Corporation, and Sidiq Mohamed Alrobeyee,

Defendants.
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WHEREAS pursuant Rule 68 of the Federal Rules of Civil Procedure, Defendants Little Scholars Childcare LLC and Kidz Town of Dutchess Corporation (the “Defendants”), having offered to allow Plaintiff Ashley Villa (“Plaintiff”) to take a judgment against the Defendants in this action for the total sum of Twelve Thousand Dollars and Zero Cents (\$12,000.00) (the “Judgment Amount”), payable as follows:

1. Two Thousand Dollars and Zero Cents (\$2,000.00) (the “Initial Payment”) shall be payable on or before November 15, 2023;
2. Two Thousand Dollars and Zero Cents (\$2,000.00) (the “Second Payment”) shall be payable on or before December 15, 2023; and
3. Eight Thousand Dollars and Zero Cents (\$8,000.00) (the “Final Payment”) shall be payable on or before January 31, 2024.

WHEREAS, in the event of Defendants’ failure to make any payment when due as set forth above, or if any wire transfer or check given as payment hereunder is dishonored, Plaintiff’s counsel shall notify Defendants via email to Vincent Garcia at vgarciaedd@gmail.com with a copy to Defendants’ counsel, by email at: (i) Christina Pantazis (cpantazis@balch.com); and (ii) Jeremy Retherford (jretherford@balch.com); and (iii) Jeff Starling, (jstarling@balch.com), of

Defendants' default. In the event that Defendants fail to cure said late payment(s) or dishonor of any such payment(s) within seven (7) days of being notified of same, they shall be in default. The Parties agree that Defendants shall only be entitled to one (1) notice to cure.

WHEREAS, in the event of Defendants' failure to timely cure a default when due as set forth above, the breach shall result in accelerated payment of 200% of the remaining Judgment Amount. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default.

WHEREAS, in the event of Defendants' failure to timely cure a default when due as set forth above, Plaintiff may also file the UCC lien on: Vincent Garcia's interest in the residential property located at 2407 Ridgecrest Dr., Garland, TX 75041 (Block: 8, Lot: 17), reflected in Exhibit "A", in the amount of 200% of the remaining Judgment Amount. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default.

WHEREAS, if any signature of Vincent Garcia, or any Defendant, is required in order to perfect the contemplated lien pursuant to Article 9 of Uniform Commercial Code, such document shall be completed, signed by the necessary person(s), and promptly delivered to Plaintiff's Counsel to be held in escrow in accordance with the provisions of this Offer of Judgment. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default. In light of the foregoing, Defendants acknowledge neither this provision nor the appended UCC lien (Exhibit "A") constitute a penalty or forfeiture under the New York substantive law of contract, and after consultation with their counsel, they irrevocably warrant and covenant that no such argument shall ever be made in opposition to any motion for entry of judgment, foreclosure of the lien or for related relief, nor

shall any such argument be made in support of any motion to vacate any default. It is also understood that this default provision was an essential condition for extending the Defendants' time to make payment hereunder, and Plaintiffs insisted upon this provision to ensure that the amounts due hereunder are given first lien priority among the Defendants' other financial obligations.

ORDERED, ADJUDGED, AND DECREED, that Plaintiff has judgment in the amount of \$12,000.00 as against Defendants.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that this action is hereby dismissed with prejudice as against Defendants.

Dated: November 2, 2023
New York, New York

SO ORDERED:



EXHIBIT A

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> Levin-Epstein & Associates, P.C. Attn: Jason Mizrahi, Esq. 60 East 42nd Street, Suite 4700 New York, NY 10165 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S LAST NAME Garcia	FIRST NAME Vincent	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2407 Ridgecrest Dr.		CITY Garland	STATE TX	POSTAL CODE 75041
1d. <u>SEE INSTRUCTIONS</u> Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION USA	
1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE				

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u> Not Applicable		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE				

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Levin-Epstein & Associates, P.C., Jason Mizrahi, Esq. and Joshua D. Levin-Epstein, as Attorney for Ashley Villa.				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 60 East 42nd Street, Suite 4700		CITY New York	STATE NY	POSTAL CODE 10165
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

Debtor's interest in that certain residential property located at 2407 Ridgecrest Dr., Garland, TX 75041, and any replacement or additional proprietary interests and / or lease amendments or replacements.

This property financing statement shall be effective until a termination statement is filed.

Full Address: 2407 Ridgecrest Dr., Garland, TX 75041-1410

- 1: RIDGECREST PARK ESTATES**
2: BLK 8 LOT 17
3:
4: INT201000005700 DD01072010 CO-DC
5: 4835000801700 1CG48350008

5. ALTERNATIVE DESIGNATION [if applicable]	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)						
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)						
8. OPTIONAL FILER REFERENCE DATA						